

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

THOMSON REUTERS ENTERPRISE	)	
CENTRE GMBH and WEST PUBLISHING	)	
CORPORATION,	)	
	)	
	)	
Plaintiffs and	)	C.A. No. 20-613 (LPS)
Counterdefendants,	)	
	)	
v.	)	
	)	
ROSS INTELLIGENCE INC.,	)	
	)	
Defendant and	)	
Counterclaimant.	)	

**NOTICE OF DEPOSITION SUBPOENA TO  
FASTCASE INC.**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure Rules 30 and 45, Plaintiffs and Counterdefendants Thomson Reuters Enterprise Centre GmbH (“Thomson Reuters”) and West Publishing Corporation (“West”) (collectively “Plaintiffs”) will subpoena Fastcase Inc. (“Fastcase”) to testify at a deposition pursuant to the attached subpoena on March 1, 2022 at 9:00 am ET by electronic means.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Michael J. Flynn*

OF COUNSEL:

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February 10, 2022

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*Attorneys for Plaintiffs and Counterdefendants  
Thomson Reuters Enterprise Center GmbH  
and West Publishing Corporation*

## UNITED STATES DISTRICT COURT

for the  
District of Delaware

Thomson Reuters Enterprise Centre GmbH, et al.

*Plaintiff*

v.

ROSS Intelligence Inc.

*Defendant*

Civil Action No. 1:20-cv-00613-LPS

## SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Fastcase Inc. c/o The Corporation Trust Company  
1209 N Orange St., Wilmington, DE 19801*(Name of person to whom this subpoena is directed)*

☒ **Testimony:** YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: Exhibit A

Place: Remote Deposition	Date and Time: 03/01/2022 9:00 am
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The deposition will be recorded by this method: via stenographic and videographic means

- ☐ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 02/10/2022

CLERK OF COURT

OR

/s/ Miranda Means

*Signature of Clerk or Deputy Clerk**Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation, who issues or requests this subpoena, are:

Miranda Means, Kirkland & Ellis, 200 Clarendon St., Boston, MA 02116, miranda.means@kirkland.com, 617-385-7500

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:20-cv-00613-LPS

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_ .

☐ I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

**EXHIBIT A**

**DEFINITIONS**

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. Should Fastcase, Inc. (“Fastcase”) not understand the meaning of any term, it is requested to immediately seek clarification through Plaintiffs’ counsel. As used in these Requests, the words set forth below shall be defined as follows:

1. The term “AGREEMENTS” means and refers to written and oral agreements and contracts.

2. The terms “COMMUNICATED” and “COMMUNICATION(S)” should be interpreted in their broadest sense to include without limitation all oral or written communications, including any writings, emails, or other electronically stored information as that term is defined by Federal Rule of Civil Procedure 34(a).

3. The terms “CONCERNING” and “REFERRING OR RELATING TO” should be construed in the broadest possible sense to mean analyzing, citing, commenting upon, comprising, concerning, consisting of, constituting, containing, dealing with, describing, discussing, embodying, evidencing, identifying, involved with, mentioning, monitoring, referring to, reflecting, responding to, pertaining to, showing, stating, summarizing, or bearing any logical or factual connection with the matter discussed, as these terms are understood in the broadest sense.

4. The term “DOCUMENT(S)” means and refers to any written, printed, typed, recorded, or graphic matter, however produced, reproduced, or stored, including the originals and all non-identical copies, whether different from the originals by reason of any notations made on such copies or otherwise, in YOUR actual or constructive possession, custody, or

control, including without limitation contracts, letter agreements, records, correspondence, COMMUNICATIONS, electronically stored information, emails, tweets, blog or Internet forum posts or comments, text messages on portable devices, Blackberry Messenger messages, SMS messages, instant messenger messages (e.g. Skype, Slack, etc.), memoranda, handwritten notes, source code, source code comments, source repository logs, server logs, records or summaries of negotiations, records or summaries of interviews or conversations, audio or video recordings, copies of video games, all Internet-based media, photographs, corporate minutes, diaries, telephone logs, instant messaging logs, chat room logs, schedules, drawings, product storyboards, product mockups, statistical statements, work papers, disks, data cards, films, data processing files, charts, graphs, microfiche, microfilm, contracts, notices, reports, recitals, statements, worksheets, abstracts, resumes, summaries, jottings, market data, books, journals, ledgers, audits, maps, diagrams, research documents, newspapers, appointment books, desk calendars, project management charts (e.g., Gantt charts), task management records (e.g., to-do lists), expense reports, computer printout and other computer readable or electronic records, and all drafts or modifications thereof, and all non-identical copies of any such items. Any such DOCUMENT with any sheet or part thereof bearing any marks, such as initials, stamped indices, comments or notations, or any character or characters, that are not part of the signed text or photographic reproduction thereof is to be considered as a separate DOCUMENT. Where there is any question about whether a tangible item otherwise described in these requests falls within the definition of “DOCUMENT(S),” such tangible item shall be produced.

5. The terms “FASTCASE,” “YOU,” or “YOUR” mean and refer to Fastcase, Inc., and any of its former or current parents, subsidiaries, predecessors, successors, affiliated entities, controlled entities, joint ventures, related entities, agents, attorneys, employees, interns,

representatives, assigns, directors, or officers and all other persons acting or purporting to act on their behalf, including but not limited to Casemaker, Inc.

6. The term “LEGALEASE” means and refers to LegalEase Solutions, LLC and any of its former or current parents, subsidiaries, predecessors, successors, affiliated entities, controlled entities, joint ventures, related entities, agents, attorneys, employees, interns, representatives, assigns, directors, or officers and all other persons acting or purporting to act on their behalf.

7. The term “LEGALEASE COMPLAINT” means and refers to the Complaint filed by WEST in the LEGALEASE LITIGATION on May 25, 2018.

8. The term “LEGALEASE LITIGATION” means and refers to the lawsuit filed by WEST against LegalEase Solutions, LLC in the United States District Court for the District of Minnesota with case number 18-CV-01445.

9. The term “MATERIALS” means and refers to all DOCUMENTS, products, tools, data, knowledge, information, and resources.

10. The term “ROSS COMPLAINT” means and refers to the Complaint filed by PLAINTIFFS in this ROSS LITIGATION on May 6, 2020 and any amendments thereto.

11. The term “ROSS LITIGATION” means and refers to the lawsuit filed by PLAINTIFFS against ROSS in the United States District Court for the District of Delaware with case number 20-cv-00613.

12. The term “ROSS MEMOS” means and refers to any work product created or distributed by LEGALEASE or any other outside party for or to ROSS, including without limitation any “Memos” or “Legal Research Questions” as defined by Sections 1.2 and 1.3 of the “STATEMENT OF WORK II FOR ROSS BULK MEMOS” that was published by ROSS on



May 7, 2020, on the website available at <https://medium.com/@AndrewArruda/hold-59effcd819b0>.

13. The term “PLAINTIFFS” means and refers to THOMSON REUTERS and WEST.

14. The term “ROSS” means and refers to Defendant ROSS Intelligence Inc., and any of its former or current parents, subsidiaries, predecessors, successors, affiliated entities, controlled entities, joint ventures, related entities, agents, attorneys, employees, interns, representatives, assigns, directors, or officers and all other PERSONS acting or purporting to act on their behalf, including without limitation ROSS Intelligence, Inc., the Canadian entity, Andrew Arruda, and Jimoh Ovbiagele.

15. The term “ROSS PLATFORM” means and refers to any and all services and products offered by ROSS, including without limitation the online legal research platform referred to as “ROSS” previously offered through the website available at <https://www.rossintelligence.com/>.

16. The term “THOMSON REUTERS” means and refers to Plaintiff Thomson Reuters Enterprise Centre GmbH, and any of its former or current parents, subsidiaries, predecessors, successors, affiliated entities, controlled entities, joint ventures, related entities, agents, attorneys, employees, interns, representatives, assigns, directors, or officers and all other PERSONS acting or purporting to act on their behalf.

17. The term “TRAINING DATA” means and refers to any material, data or sets of data used by ROSS to train any artificial intelligence algorithms or systems, including without limitation any memos created for ROSS and WESTLAW CONTENT.

18. The term “WEST” means and refers to Plaintiff West Publishing Corporation, and any of its former or current parents, subsidiaries, predecessors, successors, affiliated entities, controlled entities, joint ventures, related entities, agents, attorneys, employees, interns, representatives, assigns, directors, or officers and all other PERSONS acting or purporting to act on their behalf.

19. The term “WEST HEADNOTES” means and refers to the proprietary text created by WEST’s attorney-editors to describe and summarize the key concepts, points of law, or facts of judicial opinions found on WESTLAW.

20. The term “WESTLAW” means and refers to PLAINTIFFS’ online legal research product named Westlaw.

21. The term “WESTLAW CONTENT” means and refers to any and all WESTLAW content owned by PLAINTIFFS, including without limitation the WKNS and WEST HEADNOTES, and expressly excluding any work prepared by a United States Government officer or employee as a part of that person’s official duties, including without limitations government edicts, legislative enactments, judicial decisions, or similar types of official legal materials.

22. The term “WKNS” means and refers to the taxonomy of cases, topics, legal issues, points of law, and WEST HEADNOTES created and maintained by WEST’s attorney-editors for WESTLAW.

23. The words “and” and “or” shall be construed both conjunctively and disjunctively.

24. The words “any” and “all” are mutually interchangeable and are meant to encompass each other.

25. The singular includes the plural and vice versa.
26. The past tense shall be construed to include the present tense and vice versa.

### **TOPICS**

1. The substance and nature of all services YOU provided to ROSS, including without limitation (a) all MATERIALS that YOU created for or supplied to ROSS; (b) all MATERIALS that ROSS created for or supplied to YOU; (c) ROSS's role in overseeing, reviewing, and approving any services YOU performed for and/or MATERIALS YOU created for or supplied to ROSS; and (d) the purpose of the MATERIALS and services YOU provided ROSS.
2. The substance and nature of all services ROSS provided to YOU, including without limitation (a) all MATERIALS that ROSS created for or supplied to YOU; (b) all MATERIALS that YOU created for or supplied to ROSS; (c) YOUR role in overseeing, reviewing, and approving any services ROSS performed for and/or MATERIALS ROSS created for or supplied to YOU; and (d) the purpose of the MATERIALS and services ROSS provided to YOU.
3. All AGREEMENTS between YOU and ROSS, including without limitation (a) the reason ROSS entered into one or more contracts with YOU; (b) the MATERIALS or services YOU created, performed, or delivered to ROSS or that ROSS created, performed, and delivered to YOU; (c) the format and structure of those MATERIALS; and (d) how the format and structure of those MATERIALS were to be determined.
4. All COMMUNICATIONS between CONCERNING ROSS, including without limitation COMMUNICATIONS with ROSS and internal COMMUNICATIONS CONCERNING (a) services YOU provided to ROSS or ROSS provided to YOU; (b) the ROSS MEMOS and/or the ROSS PLATFORM; (c) the transfer of customers from the ROSS

PLATFORM to YOUR legal research platform, including as discussed in <https://blog.rossintelligence.com/post/announcement>; (d) PLAINTIFFS, WESTLAW, WESTLAW CONTENT, WEST HEADNOTES, and/or WKNS; (e) ROSS shutting down operations; (e) the ROSS LITIGATION and/or the ROSS COMPLAINT; (f) all counterclaims asserted in the ROSS LITIGATION.

5. YOUR knowledge and opinions on the ROSS LITIGATION, including without limitation all COMMUNICATIONS CONCERNING the ROSS LITIGATION or ROSS COMPLAINT.

6. YOUR knowledge and opinions on the LEGALEASE LITIGATION, including without limitation (a) all COMMUNICATIONS with ROSS CONCERNING the LEGALEASE LITIGATION or the LEGALEASE COMPLAINT.

7. YOUR knowledge of ROSS's relationship with LEGALEASE, including without limitation the ROSS MEMOS.

8. YOUR decision not to acquire ROSS, including without limitation (a) the reasons YOU decided not to acquire ROSS; (b) all COMMUNICATIONS with ROSS CONCERNING a potential acquisition; (c) all due diligence YOU conducted in considering whether to purchase ROSS; and (d) the terms of any offers you made to acquire ROSS.

9. Any valuations YOU made of ROSS and/or the ROSS PLATFORM, including without limitation (a) the basis for YOUR valuation of ROSS and (b) any assessments you made of ROSS's technology and the value thereof.

10. YOUR use of TRAINING DATA, including but not limited to (a) the purpose of TRAINING DATA; (b) the value of TRAINING DATA; and (c) the existence of a market for TRAINING DATA.

**CERTIFICATE OF SERVICE**

I hereby certify that on February 10, 2022, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on February 10, 2022, upon the following in the manner indicated:

David E. Moore, Esquire  
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*VIA ELECTRONIC MAIL*

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*/s/ Michael J. Flynn*

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Michael J. Flynn (#5333)